



## **FARMINGTON CITY REQUIREMENTS FOR RESIDENTIAL BUILDING PERMIT APPLICATION**

**\*\*THIS SHEET IS TO BE USED AS A CHECKLIST\*\***  
**\*\*DO NOT RETURN TO THE CITY\*\***

Application for residential permit will require the following prior to being submitted for review:

- ☐ A **completed** "Building Permit Application" **with** contractor license #'s. The City will verify that every contractor license is active through the Utah Division of Professional Licensing.
- ☐ (2) complete sets of plans stamped by an Engineer
- ☐ (2) copies of a Site Plan (**PLEASE SEPARATE FROM SET OF PLANS**)
- ☐ (2) copies of REScheck Compliance Certificates
- ☐ (2) Structural Calculations from an Engineer
- ☐ (2) copies of a Heating Plan & Calculations Manual D & J
- ☐ (2) Natural Gas Piping Compliance Form (and schematic if not drawn on house plans - a sample is included in this packet for reference)
- ☐ Signed and dated "Disclaimer" form regarding water/sewer laterals
- ☐ Signed and dated "Notice of Contractor/Plumber" form regarding meter yoke
- ☐ Signed and dated "Notice to Contractors" form regarding control of run-off
- ☐ Completed "Storm Water Land Disturbance" application (fee will be added to permit)
- ☐ Completed "Storm Water Pollution Prevention Plan" bond form (will be added to permit)
- ☐ Completed "Same Model" form (**if applicable**; must be turned in at the time of submittal)
- ☐ Soils Report (if required, please see the list of requirements included in this packet)
- ☐ Architectural approval (only required in Farmington Ranches & Farmington Meadows)
- ☐ An Excavation Permit from Public Works will need to be obtained prior to the Building Permit being issued. Public Works is located at 720 W. 100 N.
- ☐ \$75.00 plan check deposit made payable to *Farmington City* (we are **NOT** set up to accept credit cards). The deposit will be credited toward the total cost of the review fee when the permit is calculated. The plan check fee is non-refundable if the project is not completed.

- Fees are **not** calculated until after a full review has been completed. We do **not** give estimates on permits; we will explain how we calculate our fees but will not give any estimates. Other fees such as water/sewer connections, fire protection, irrigation, park impact, etc., are calculated in accordance with "Farmington City's Consolidated Fee Schedule" and "Impact Fee Schedule."
- The plan check and permit process can take approximately 3 to 4 weeks. After the initial plan check; the owner, contractor, and/or engineer must make all changes, corrections, additions, etc, as redlined marks indicate. All plans and forms must be returned to be re-checked. Several attempts may take place before the plans can be approved for construction and building permit issuance. Please note that if redlined plans are continually re-submitted without the changes the city indicated or major changes are made to the plans, a second plan check fee will be charged. If plans are reviewed by City Staff it will be \$55.00 per hour. If an outside consultant is required the cost will be \$100.00 per hour. This fee will be due prior to the second review taking place.
- Permits issued in Farmington City shall become null and void if:
  1. authorized work has ceased for 180 days
  2. authorized work is suspended or abandoned for 180 days after the time the work started
  3. it has been 180 days since the date of the last inspection
- The Building Official is authorized to grant, in writing, one or more extensions of time, for a period of not more than 180 days each. This extension shall be requested in writing with a justifiable cause demonstrated.  
A final inspection is required in order for a project to be completed. If a final inspection is not scheduled and passed, the permit becomes non-compliant and may result in a lien against the property. Please be sure to schedule a final inspection to complete the project.
- Inspections requests need to be called in to our **Inspection Hotline at 801-882-8954**. If we are not able to answer because we are assisting other people, please leave **ONE** message and we will return your call to confirm your inspection. Please note we **DO NOT** do same day inspections and when setting up an inspection expect to be scheduled out at least 1 to 2 days.



FARMINGTON CITY · 160 S. MAIN STREET · (801) 451-2383

## BUILDING PERMIT APPLICATION

Lot #: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Valuation: \_\_\_\_\_

Property Address: \_\_\_\_\_

Type of Project: \_\_\_\_\_

### CONTACT INFORMATION OF PERSON TO CALL REGARDING PLANS AND PERMIT:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

### BUILDING/PROPERTY OWNER:

Name: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ Email: \_\_\_\_\_

### (1) GENERAL CONTRACTOR:

Name: \_\_\_\_\_ State \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### (2) ELECTRICAL CONTRACTOR:

Name: \_\_\_\_\_ State \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### (3) PLUMBING CONTRACTOR:

Name: \_\_\_\_\_ State \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### (4) MECHANICAL CONTRACTOR:

Name: \_\_\_\_\_ State \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**COMPLETE ALL INFORMATION AND RETURN**

# FARMINGTON CITY NATURAL GAS PIPING COMPLIANCE FORM

## Building Information

Building Address: _____	Date: _____
Subdivision: _____	Lot # _____

## Contractor Information

Mechanical / HVAC Contractor: _____	
Address: _____	Phone: _____
Email: _____	

## GAS PRESSURE AT METER

4 oz. ☐

2lb. ☐

Appliance	Qty:	Maximum BTU Input	CFH	Pipe Size
Boiler	_____	_____	_____	_____
Barbecue	_____	_____	_____	_____
Dryer	_____	_____	_____	_____
Fire Place	_____	_____	_____	_____
Fire Place	_____	_____	_____	_____
Fire Place	_____	_____	_____	_____
Furnace	_____	_____	_____	_____
Furnace	_____	_____	_____	_____
Furnace	_____	_____	_____	_____
Range	_____	_____	_____	_____
Cook Top	_____	_____	_____	_____
Unit Heater	_____	_____	_____	_____
Water Heater	_____	_____	_____	_____
Water Heater	_____	_____	_____	_____
Other	_____	_____	_____	_____
Other	_____	_____	_____	_____
Other	_____	_____	_____	_____
Total BTU	_____			
Total CFH	_____			
Maximum Developed Length		_____		
Inspected By: _____			<b><u>COMPLETE AND RETURN TO THE CITY</u></b>	

**FARMINGTON CITY STORM WATER  
(LAND DISTURBANCE) PERMIT APPLICATION**

(Submit to Farmington City Storm Water Official)

**Application Fee \$50.00**

Pursuant to Chapter 16-03 of the Farmington City Ordinances, any person or entity proposing to disturb one (1) acre or more of ground in connection with any development, land disturbance, or construction activity within the City or any person or entity proposing to disturb less than one (1) acre of ground which is part of a larger common plan of development that disturbs one (1) acre or more of ground shall be required to obtain a Land Disturbance Permit from the City. Any required Land Disturbance Permit must be obtained prior to or in conjunction with the issuance of any demolition, excavation, land disturbance, building, site plan, land use or subdivision permit or approval or any development or construction activity with the City. A Land Disturbance Permit is also required for any building permit for a structure requiring earth moving, unless otherwise waived by the Storm Water Official in accordance with and subject to applicable Farmington City Ordinances.

NAME OF APPLICANT: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

NAME OF PROPERTY OWNER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

NAME OF CONSULTING FIRM: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

WORK SITE LOCATION/ADDRESS: \_\_\_\_\_

TYPE OF PROPOSED WORK AND/OR CONSTRUCTION ACTIVITY: \_\_\_\_\_

PROPOSED STARTING DATE FOR WORK AND/OR CONSTRUCTION ACTIVITY: \_\_\_\_\_

ESTIMATED COMPLETION DATE FOR WORK AND/OR ACTIVITY: \_\_\_\_\_

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO APPLICATION:

- ☐ CITY STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
- ☐ COPY OF THE UPDES PERMIT ISSUED BY THE STATE OF UTAH FOR SUBJECT PROPERTY AND ACTIVITIES
- ☐ COPY OF THE SWPPP PREPARED FOR THE STATE UPDES PERMIT (IF DIFFERENT THAN CITY SWPPP)
- ☐ STORM WATER PERMIT APPLICATION FEE(S)
- ☐ STORM WATER PERMIT BOND AGREEMENT

UPDES PERMIT NUMBER: \_\_\_\_\_

(This number must be obtained from the State on-line at <https://secure.utah.gov/stormwater/main.html>)

**APPLICANT CERTIFICATION:**

I understand that the issuance of this permit commits me to follow all the requirements of Title 16 of the Farmington City Ordinances and that I will be subject to any and all penalties associated with violations of this Permit and/or applicable Ordinance. I understand that this Permit and associated SWPPP is required and will remain in effect until the entire project is stabilized, revegetated and complete. The site and BMPs will be inspected on a regular basis to ensure compliance with this Permit and SWPPP. The Permittee is responsible for Permit and SWPPP compliance for the entire site and for the duration of the work and/or construction activity. The Permittee is responsible for the actions of the subcontractors, vendors, delivery personnel, and others who will be working on the site. The Permittee is responsible for any material that leaves the site, regardless of compliance with the SWPPP.

I hereby acknowledge that I have read the instructions and provisions of this Permit and applicable City Ordinances and agree to follow the terms and conditions of this Permit, the SWPPP, and applicable ordinances, rules and regulations. I certify that this document and all attachments were prepared under the direction or supervision of those who have placed their signature below and in accordance with a system designed to assure that the information submitted was properly gathered and evaluated by qualified personnel or consultants. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

A legally authorized representative of any applicant that is a corporation, partnership, limited liability company, trust or other legal or governmental entity must sign the application on behalf of and as authorized by the legal or governmental entity. Separate documentation shall be provided regarding such authorization.

\_\_\_\_\_  
Signature of Applicant or Legally Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Applicant or Legally Authorized Representative

**FOR OFFICIAL USE ONLY:**

Application #: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application Fee Paid: \$ \_\_\_\_\_

Associated Development or Building Permit #: \_\_\_\_\_

- ☐ Application deemed complete  
☐ Application reviewed and approved  
☐ Application reviewed and denied

Date Reviewed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Denied: \_\_\_\_\_

If approved, this permit shall be conditioned upon full compliance with the SWPPP for the project, the Farmington City Storm Water Ordinance as set forth in Title 16 of the Farmington City Ordinances, and any terms and conditions of this permit. If denied, the reasons for denial shall be set forth in writing and provided to the Applicant. This permit shall not be valid unless signed below by the Storm Water Official.

\_\_\_\_\_  
Storm Water Official Signature

## **MINIMUM BEST MANAGEMENT PRACTICES RESIDENTIAL STRUCTURES**

The following are suggestions for Best Management Practices (BMP's) to accomplish the City and State objective of preventing pollution generated by construction activities from entering waters of the state. These BMPs are only a suggested way to prevent pollution from entering the storm drain system. Other BMPs may be allowed if they accomplish the same objectives. **ALL SUBCONTRACTORS SHOULD BE INFORMED THAT THESE OR SIMILAR BMPS ARE TO BE FOLLOWED.**

### **Objective 1- Keep soils and contaminated runoff on-site**

1. Post a sign prohibiting contractors from driving on the lot.
2. Install a construction barrier (fence, straw bales, etc.) along the front of the lot to control access to the lot.
3. Cover the driveway area with filter fabric and gravel and limit any traffic that absolutely must enter the lot to that protected entrance.
4. Make sure all excavated material is stockpiled well away from the curb to prevent erosion or sloughing into the street.
5. If the yard slopes toward the street, provide curbside retention such as a curb sedimentation trap or a straw wattle barrier.
6. Inspect and maintain all BMPs throughout the life of the construction project.
7. Do not allow dirt ramps over the curb (use alternatives such as tires, wood, or metal ramps).

### **Objective 2- Clean up any material in streets immediately**

1. Require any subcontractor that tracks dirt or mud into the street to clean it up immediately before leaving the site. Back charging contractors who fail to clean up after themselves can be an effective way to make them comply.
2. Provide a shovel, floor scraper (for sheetrock mud) or similar tool for scraping street and a broom at site at all times.
3. Inspect the site at the end of every day to make sure the streets are clean. If they aren't, scrape and sweep up all mud and debris completely.
4. If a significant amount of mud has been tracked onto the street, hire a street sweeper with washing and vacuuming capabilities to clean up the material. Scraping the street with only a bobcat or similar device is not an acceptable way to clean up mud from the street.
5. Any concrete cuttings from masonry work or curb cutting should be vacuumed up immediately and disposed of properly.

### **Objective 3- Protect storm drain inlets from contamination**

1. Install inlet protection around storm drain inlets that are downstream from the construction site. This protection should be designed to prevent contaminated water from entering the storm drain.

2. If filter fabric is used to cover the storm drain inlet, it must be inspected and cleaned on a regular basis to make sure the water does not build up in the streets to an unacceptable level. Filter fabric must be installed so when it is removed none of the collected sediment will fall into the inlet box.
3. During snowy weather, inlet protection should be marked with a candle marker or some other effective device to try to warn snow plows to avoid the inlet. Protection should be inspected after any snow plowing to make sure it is still installed correctly.

#### **Objective 4- Good Housekeeping**

1. All construction debris should be contained in a covered container to prevent it from leaving the site.
2. Containers should not be allowed to drain onto the roads when they are being hauled away.
3. Portable toilets should be installed behind the sidewalk on permeable surfaces or inside a bermed area. They should be anchored to prevent tipping by the wind.
4. Drip pans should be placed under leaking vehicles or equipment that is parked in the street. Any spills should be properly cleaned up and disposed of. No spills are to be washed into the storm drains.

#### **Objective 5- Prevent concrete contaminated water from entering storm drains**

1. Each lot should have a contained, designated area for concrete trucks to wash out their troughs. No wash water should be allowed to flow into the gutters or onto adjacent lots.
2. No excess concrete should be dumped on the site.
3. Concrete trucks should not spray off any part of the truck while parked in the street including, but not limited to, windshields, revolving drums, tires, etc.
4. All concrete dropped in the street when installing or removing concrete foundation forms should be cleaned up immediately.

#### **Objective 6- Education**

1. Make sure all subcontractors are aware of and understand the SWPPP and associated BMP's.



## **Farmington City Storm Water Ordinance Enforcement Policy**

This Storm Water Ordinance Enforcement Policy ("Enforcement Policy") is intended to provide guidelines and procedures for the enforcement of the provisions of Farmington City Storm Water Ordinance, as more particularly set forth in Title 16 of the Farmington City Municipal Code ("Storm Water Ordinance"). The intent of this Enforcement Policy is to encourage builders and developers in Farmington to police their construction sites and to ensure compliance with the provisions of the Storm Water Ordinance. This self-policing is intended to help ensure that there are fewer incidences of contamination of the City's storm water system which could be violations of the City's Utah Pollutant Discharge Elimination System (UPDES) permit.

### **Storm Water Ordinance Enforcement Policy:**

1. In accordance with applicable provisions of the Storm Water Ordinance, at the time of Building Permit application, the applicant shall submit an application for a Storm Water (Land Disturbance) Permit with its associated fee, an approved UPDES Permit from the State of Utah (this can be obtained on-line at <https://secure.utah.gov/stormwater/>) and a copy of the Storm Water Pollution Prevention Plan (SWPPP) that has been prepared in conjunction with the UPDES Permit or a copy of the contract transferring responsibility for the Developer's SWPPP to the applicant. For lots that are part of a common plan of development, the Common Plan of Development SWPPP shall be used ([http://www.farmington.utah.gov/index.php?module=ibcms&fxn=community\\_development.storm\\_water](http://www.farmington.utah.gov/index.php?module=ibcms&fxn=community_development.storm_water)).
2. Pursuant to authority set forth in Section 16-03-055 of the Storm Water Ordinance, at the time of Building Permit issuance, the applicant shall post a \$1,000 cash bond to ensure completion of, compliance with, and performance under the terms and conditions of the Storm Water Ordinance, including use of the bond proceeds to remedy violations, cover costs incurred by the City, and for payment of civil penalties imposed in accordance with applicable City Ordinances.
3. If violations of the Storm Water Ordinance are identified, the Storm Water Official may proceed with enforcement actions and remedies as more particularly set forth in Title 16, Chapter 5, regarding violations and enforcement under the Storm Water Ordinance. Such enforcement actions and remedies may include, but are not limited to, testing and monitoring requirements, order to remove obstructions, stop work order, revocation of permit(s), notice of violation, order of compliance, criminal citations and penalties, civil citations and penalties, nuisance claims, damages, and any other remedy or relief provided by ordinance or law.
4. If the Storm Water Official determines that the violation(s) are not dangerous to persons or property, the Storm Water Official may provide the applicant with a Stop Work Notice to be posted at the location of the violation providing 24 hours for the violation to be addressed, and warning that a Stop Work Order will follow if the violation is not remedied within the required time frame. The Storm Water Official may issue a Stop Work Order immediately if determined necessary to eliminate any danger to persons or property and to leave the site in a safe condition.

5. If a Stop Work Notice is posted at the site, a photo to document the violation(s) will be taken and kept in the building permit file
6. To reinstate a Building Permit once a Stop Work Order has been issued, the permit holder must notify Farmington City the violation has been eliminated and request an inspection of the site. All other provisions of Section 16-05-050 shall be applicable and in compliance.
7. In addition to or instead of a Stop Work Order, the Storm Water Official may issue a civil citation for violations of the Storm Water Ordinance. The issuance of such civil citations shall be pursued in accordance with Title 1, Chapter 15, of the Farmington City Municipal Code. A civil citation may be immediately issued if the violation involves storm drainage, repeat violations, or for any other reason as listed in Section 1-15-100 regarding immediate enforcement.
8. Civil penalties imposed under a civil citation shall be deducted from the bond. The amount of the civil penalty shall be in accordance with the City's civil penalty fee schedule.
9. Each violation of the Storm Water Ordinance will be subject to enforcement action and applicable fines and penalties for each day the violation exists.
10. If the bond amount remaining drops below \$250, a Stop Work Order will be posted at the site preventing work from continuing until the balance of the bond has been increased back up to \$1,000.
11. After the final inspection of the project by the Storm Water Official or his/her designee, the balance of the bond to be released will be computed, and the bond will be released to the applicant.
12. Failure to comply with a Stop Work Order may result in the issuance of a criminal or civil citation, resulting in additional fines or penalties.
13. Criminal or civil citations may be issued to individuals or subcontractors who are identified committing violations of the Storm Water Ordinance, as well as the builder.
14. The Stop Work Order and civil penalties provisions and remedies set forth herein are in addition to all other remedies and enforcement procedures set forth in the Storm Water Ordinance, Title 1 civil penalties provisions, and other applicable provisions of law.
15. A person who contests a civil penalty imposed against him or her under provisions of the Policy is entitled to an administrative hearing that provides for the person's rights of due process in accordance with the provisions of Title 1, Chapter 15, of the Farmington Municipal Code.

I, \_\_\_\_\_, hereby certify that I have read and understand the  
 (PRINT your name here)

*Farmington City Storm Water Ordinance Enforcement Policy, and agree to abide by the terms and conditions set forth herein.*

\_\_\_\_\_  
 (Signature of Applicant)

\_\_\_\_\_  
 (Date)

**FARMINGTON CITY**  
**STORM WATER POLLUTION PREVENTION PLAN**  
(For use only on parcels less than one acre which **ARE NOT** part of a  
Common Plan of Development (i.e. subdivision).  
*Others must use the State SWPPP Template*)

This Storm Water Pollution Prevention Plan (SWPPP) is intended to meet the requirements for obtaining a Land Disturbance Permit from Farmington City for the purpose of constructing a residential structure or disturbing land within the city. This plan must be filled out completely for it to meet the requirements of the permit.

**SWPPP Preparer's name:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**SWPPP Inspector's name:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

(This should be the name of the person responsible for daily oversight of the SWPPP BMPs, inspections, maintenance and assurance that the SWPPP is being followed.)

**Site Address:** \_\_\_\_\_

Lot # \_\_\_\_\_ Subdivision Name: \_\_\_\_\_

Lot size: \_\_\_\_\_ Length of lot frontage: \_\_\_\_\_

**Best Management Practices to be used/installed (Check ALL that apply)**

☐ Silt Fence

☐ Construction fence for site access control

☐ Gravel construction entrance

☐ Curb sediment trap for site runoff

Storm Drain Inlet protection:

☐ Straw wattles behind curb to filter site runoff

☐ Gravel/fiber filled bags

☐ Filter fabric

☐ Silt Bags

☐ Other (provide description) \_\_\_\_\_

☐ Daily street scraping/sweeping

☐ Anchored portable toilet

☐ Covered garbage dumpster

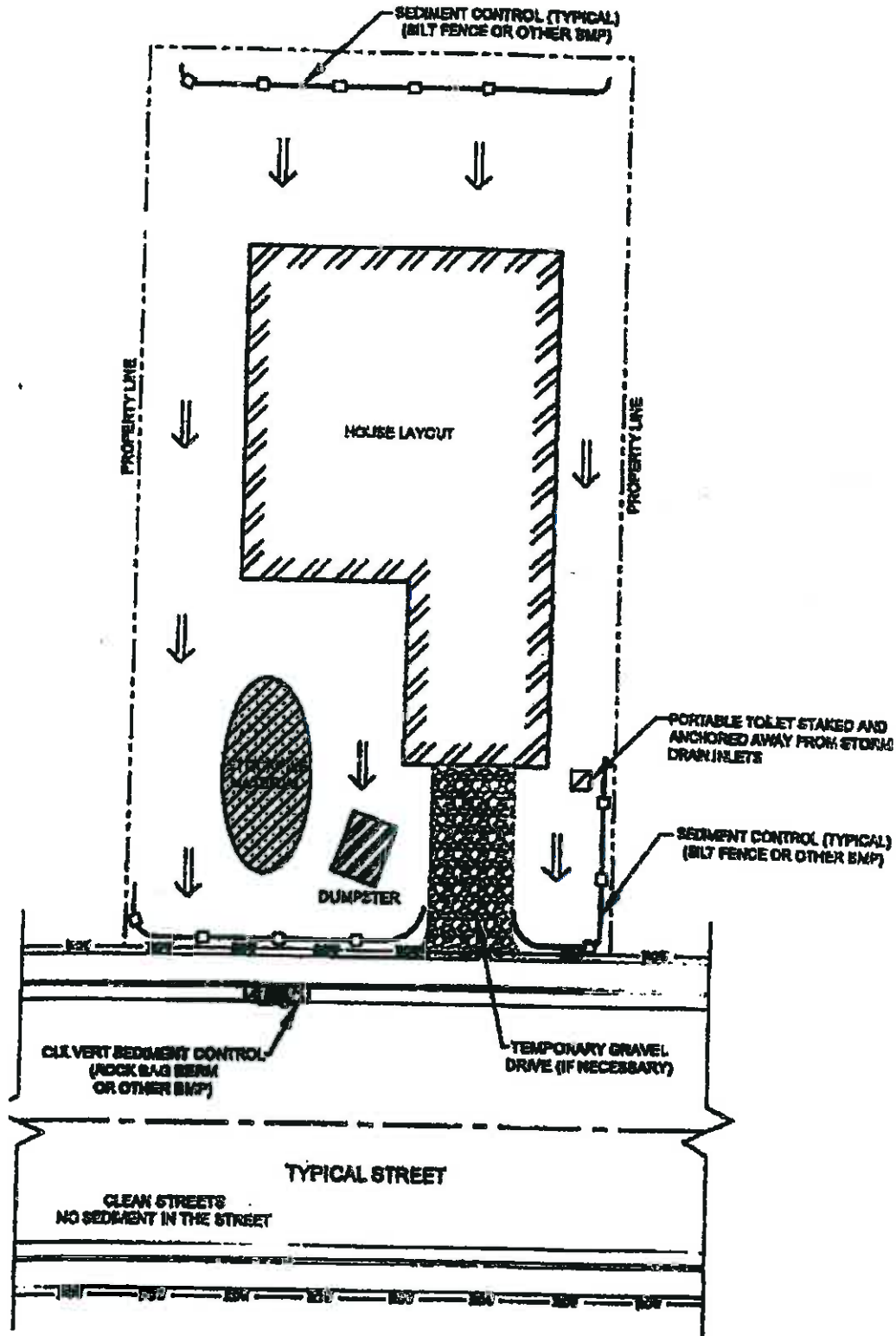
☐ Designated concrete washout area

Other BMP's as required for this project (describe):

☐ \_\_\_\_\_

☐ \_\_\_\_\_

## Example Site Plan showing BMPs



### **Inspections:**

BMP's will be inspected at a minimum of every 14 days. Monitoring of the site should be ongoing, and BMP's should be maintained or adjusted as soon as a problem is identified. Improperly maintained or installed BMP's will be considered a violation of the Land Disturbance Permit, even if they are discovered between official inspections.

A report will be filled out and kept with this SWPPP for each inspection. The inspection report shall include:

1. The location of the site being inspected.
2. The date of the inspection.
3. A list of BMP's that were inspected.
4. Any deficiencies that were identified for the BMP's.
5. A description of the action that was taken to correct the deficiency.
6. The date the deficiency was corrected.
7. Certification that the report is accurate and true.
8. The signature of the person filling out the report.

### **Site Stabilization**

BMPs to prevent material transfer from the site to the street will remain in place and maintained until the site is stabilized.

### **Permit Kept On-Site**

An approved copy of the Land Disturbance Permit and this SWPPP will be kept on-site along with copies of the inspection reports.

### **Notice of Termination (NOT)**

A Notice of Termination (NOT) shall be submitted within thirty (30) days after completion of construction and stabilization or the site is taken over by another operator who has agreed to complete final stabilization. All temporary BMPs will be removed and properly disposed of.

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

\_\_\_\_\_  
Signature of Builder

\_\_\_\_\_  
Date

### **SWPPP Required Attachments**

1. Site plan showing the location of all BMPs.
  2. A copy of the UPDES Permit issued by the state.
  3. A copy of the inspection form to be used to document compliance with the SWPPP.
- A signed copy of the Farmington City Storm Water Ordinance Enforcement Policy form indicating the applicant has read and understands the policy.

# Common Plan of Development Storm Water Pollution Prevention Plan

for:

Insert Subdivision Name  
Address  
City, State, Zip Code

Operator(s):

Insert Company Name  
Company Representative Name  
Address  
City, State, Zip Code

## CONTENTS

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SECTION 8 APPENDICES

## SECTION 1: SITE EVALUATION, ASSESSMENT, AND PLANNING

### 1.1 Project Information

Project Name:					
Address:					
City:		State:		Zip Code:	
Latitude:					
Longitude:					
UPDES permit tracking number:					

### 1.2 Contact Information/Responsible Parties

#### Operator(s):

Owner:		
Contact Person:		
Address:		
City, State, Zip Code:		
Telephone Number:		
Email Address:		

*Repeat as needed*

General Contractor:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	

#### Project Manager:

Company Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	

#### SWPPP Contact:

Company Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	



This SWPPP was prepared by:

Company Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	

Emergency 24-Hour Contact:

Company Name:	
Contact Person:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	

### 1.3 Nature and Sequence of Construction Activity

Describe the general scope of the work for the project, major phases of construction, etc: Modify the text below to describe your situation

Builder is buying lots at the sub-division from owner and will be building pre-sold houses to individual home owners. This subdivision was developed by XYZ Development and did all the improvement work under the UPDES permit UTR#####. The project infrastructure has been completed according to XYZ Municipality Standards and Specifications. XYZ Builder is obtaining a new UPDES permit and will transfer the SWPPP responsibilities to each home owner at the home sale closing. During the construction phase, XYZ Builder will not be building more than X houses at a time.

What is the function of the construction activity?

☐ Residential

☐ Commercial

☐ Industrial

Estimated Project Start Date:

Estimated Project Completion Date:

### 1.4 Soils, Slopes, Vegetation, and Current Drainage Patterns

Describe the existing soil conditions at the construction site including soil types, slopes and drainage patterns.

Soil Type(s):

Slopes:

Drainage Patterns:

Vegetation:

### 1.5 Construction Site Estimates

Common Plan of Development Total Project Area:	
Construction site area to be disturbed:	
Percentage impervious area before construction:	
Percentage impervious area after construction:	
Runoff coefficient before and after construction:	<i>Obtain this information from the original SWPPP</i>

### 1.6 Receiving Waters *Each municipality can modify this section (e.g. Springville City)*

Receiving Waters:

*Select one of the tributaries Utah Lake.*

- ☐ Hobble Creek Basin
 ☐ Spring Creek Basin
 ☐ Dry Creek Basin  
☐ Land Drain Basin  
☐ Other: *(e.g. on site retention, class V injection well, etc.)*

Description of storm sewer systems: *(e.g. Springville City MS4 municipal separate storm sewer system, irrigation district, private system, etc)*

Description of impaired waters or waters subject to TMDLs:

### 1.7 Site Features and Sensitive Areas to be Protected

*Describe unique site features including stream, stream buffers, wetlands, specimen trees, natural vegetation, steep slopes, or highly erodible soils that are to be preserved. Describe measures to protect these features and include this features and areas in your site maps, you can also obtain this information from the original SWPPP.*

### 1.8 Potential Sources of Pollution

Check with an X the activities that apply to your project

Activities	Check with an X the activities that apply	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	Other toxic Chemicals
Clearing, grading, excavating, and un-stabilized areas		✓							✓	
Paving operations		✓					✓		✓	
Concrete washout, stucco and cement waste				✓	✓				✓	
Structure construction, painting, cleaning				✓	✓				✓	✓
Demolition and debris disposal		✓							✓	
Dewatering operations		✓	✓						✓	
Material Delivery and storage		✓	✓	✓	✓		✓		✓	✓
Material use during building process			✓	✓	✓		✓		✓	✓
Solid waste disposal									✓	✓
Hazardous Waste, contaminated spills				✓	✓	✓	✓			✓
Sanitary waste			✓		✓			✓		
Vehicle/equipment fueling, maintenance, use and storage							✓		✓	✓
Landscaping operations		✓	✓			✓			✓	✓
Describe others										

### 1.9 Endangered Species Certification

*You can obtain this information from the original SWPPP or contact the Department of Natural Resources and obtain a waiver from them or modify the text below to describe your situation.*

*XYZ Company conducted a review of any potential endangered/threatened species and critical habitat on XYZ Development in XYZ City, Utah. XYZ Company first reviewed the Utah State Endangered Species Protection Program dated June 2008 and endangered species list. XYZ Company did not identify any endangered species in the project area.*

### 1.10 Historic Preservation

You can obtain this information from the original SWPPP or contact Utah State History Preservation Office 801-533-3561 to obtain a list of historic places.  
[http://history.utah.gov/historic\\_buildings/national\\_register/documents/NR\\_List.pdf](http://history.utah.gov/historic_buildings/national_register/documents/NR_List.pdf)

### 1.11 Applicable Federal, Tribal, State or Local Permits

Submit copies of all applicable permits (e.g. 404, dewatering UTG070000, stream alteration, municipal land disturbance permit, etc.)

## SECTION 2: EROSION AND SEDIMENT CONTROL BMPs

### 2.1 Minimize Disturbed Area and Protect Natural Features and Soil

Describe the areas that will be disturbed with each phase of construction and the methods (e.g., signs, fences, etc.) that you will use to protect those areas that should not be disturbed. Modify the text below to describe your situation

(e.g. XYZ Subdivision has all improvements (paved roads, concrete sidewalks and utilities) all the lots are covered with vegetation. XYZ Builder will clearly mark the property boundaries with green T Posts and will limit the disturbance area to individual building lots.

### 2.2 Phase Construction Activity

Describe the intended construction sequencing and timing of major activities, including any opportunities for phasing grading and stabilization activities to minimize the overall amount of disturbed soil that will be subject to potential erosion at one time. Modify the text below to describe your situation

(e.g. XYZ Builder will excavate the single home site clearing for a footing/foundation. Construction crews will build new home structure on the property. Final grading will blend with existing contours. XYZ Builder will not be disturbing more than X# lots at a time).

### 2.3 Control Stormwater Flowing onto and through the Project. Give example of possible scenario, give example of BMPs

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**2.4 Stabilize Soils.** *Give example of possible scenario, give example of BMPs*

BMP Description:	
<input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**2.5 Protect Slopes.** *Give example of possible scenario, give example of BMPs*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**2.6 Protect Storm Drain Inlets.** *Give example of possible scenario, give example of BMPs*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**2.7 Establish Perimeter Controls and Sediment Barriers.** *Give example of possible scenario, give example of BMPs*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**2.8 Establish Stabilized Construction Exits.** *Give example of possible scenario, give example of BMPs*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

**2.9 Additional BMPs.** *Give example of possible scenario, give example of BMPs*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

## SECTION 3: GOOD HOUSEKEEPING BMPs

### 3.1 Material Handling and Waste Management (*Trash disposal, sanitary waste, proper material handling*)

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

*Repeat as needed*

### 3.2 Establish Proper Building Material Staging Areas. *Give example of possible scenario, give example of BMPs*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 3.3 Designate Washout Areas (*Concrete washout, stucco, paint, insulation, etc.*)

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

*Repeat as needed*

### 3.4 Establish Proper Equipment/Vehicle Fueling and Maintenance Practices. *Give example of possible scenario, give example of BMPs or no fuel will be stored on site, no equipment maintenance is allowed on site.*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 3.5 Control Equipment/Vehicle Washing. *Give example of possible scenario, give example of BMPs or no equipment washing is allowed on site.*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	



### 3.6 Spill Prevention and Control Plan

Material	Location of Spill	Reportable Quantity
Diesel Fuel and Oils	Land/Water	25 gallons or visible sheen
Antifreeze	Land/Water	13 gallons
Gasoline	Land/Water	25 gallons

Each work area has a spill response kit. Most of the spills can be cleaned up following the manufacturer recommendation Absorbent/oil dry, sealable containers, plastic bags, and shovels/brooms are suggested minimum spill response items that should be on this location

- 1<sup>st</sup> Priority: Protect all people
- 2<sup>nd</sup> Priority: Protect equipment and property
- 3<sup>rd</sup> Priority: Protect the environment

1. Make sure the spill area is safe to enter and that it does not pose an immediate threat to health or safety of any person.
2. Stop the spill source
3. Check for hazards (flammable material, noxious fumes, cause of spill) – if flammable liquid, turn off engines and nearby electrical equipment. If serious hazards are present leave area and call 911. LARGE SPILLS ARE LIKELY TO PRESENT A HAZARD.
4. Call co-workers and supervisor for assistance and to make them aware of the spill and potential dangers
5. If possible, stop spill from entering drains (use absorbent or other material as necessary)
6. Stop spill from spreading (use absorbent or other material)
7. If spilled material has entered a storm sewer; contact the City Storm Water Department.
8. Clean up spilled material according to manufacturer specifications, for liquid spills use absorbent materials and do not flush area with water.
9. Properly dispose of cleaning materials and used absorbent material according to manufacturer specifications.

#### Emergency Numbers

National Response Center (NRC)	800-424-8802
Utah State Department of Environmental Quality 24 hr answering Service	801-536-4300
Utah Division of Water Quality	801-538-6146
Utah Hazmat Response Officer 24 hrs	801-538-3745
Municipal Fire Department	801-###-####
Municipal Police Department	801-###-####
Municipal Storm Water Collections	801-###-####

### 3.7 Any Additional BMPs. *Give example of possible scenario, give example of BMPs (Street sweeping, etc)*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	

### 3.8 Allowable Non-Stormwater Discharge Management

Refer to section 1.5 of the UPDES CGP UTR300000

Authorized Non-Storm Water Discharges	Comments
1. Discharges from fire-fighting activities.	
2. Fire Hydrant flushing.	No hyper-chlorinated water discharges (from water lines disinfection) will be allowed in the storm drain. Prior arrangements must be made with the Sanitary Sewer Treatment Facility before high-chlorine water is flushed in to the sanitary sewer.
3. Waters used to wash vehicles where detergents are not used.	Concrete trucks are rinsed on the site without the use of detergents. Washout water is retained on the site.
4. Water used to control dust.	
5. Potable water sources including waterline flushing, routine external building wash down that does not use detergents.	
6. Pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material has been removed) and where detergents are not used.	
7. Uncontaminated air conditions or compressor condensate.	
8. Uncontaminated ground water or spring water,	
9. Foundation or footing drains where flows are not contaminated with process materials such as solvents	
10. Landscape irrigation	



## SECTION 4: POST-CONSTRUCTION BMPs AND FINAL STABILIZATION

Refer to section 1.11 for local post construction BMP requirements *(e.g. for residential development, Homeowner to complete landscaping within 18 months after taking ownership of the house)*

BMP Description:	
Installation Schedule:	
Maintenance Inspection:	
Responsible Staff:	
<i>Repeat as needed</i>	

## SECTION 5: INSPECTIONS

### 5.1 Inspections

1. Inspection Personnel: *Identify the person(s) who will be responsible for conducting inspections and describe their qualifications*

2. Inspection Schedule:

- ☐ At least once every 7 calendar days; or  
☐ At least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

## SECTION 6: CERTIFICATION AND NOTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SECTION 7: RECORDKEEPING AND TRAINING**

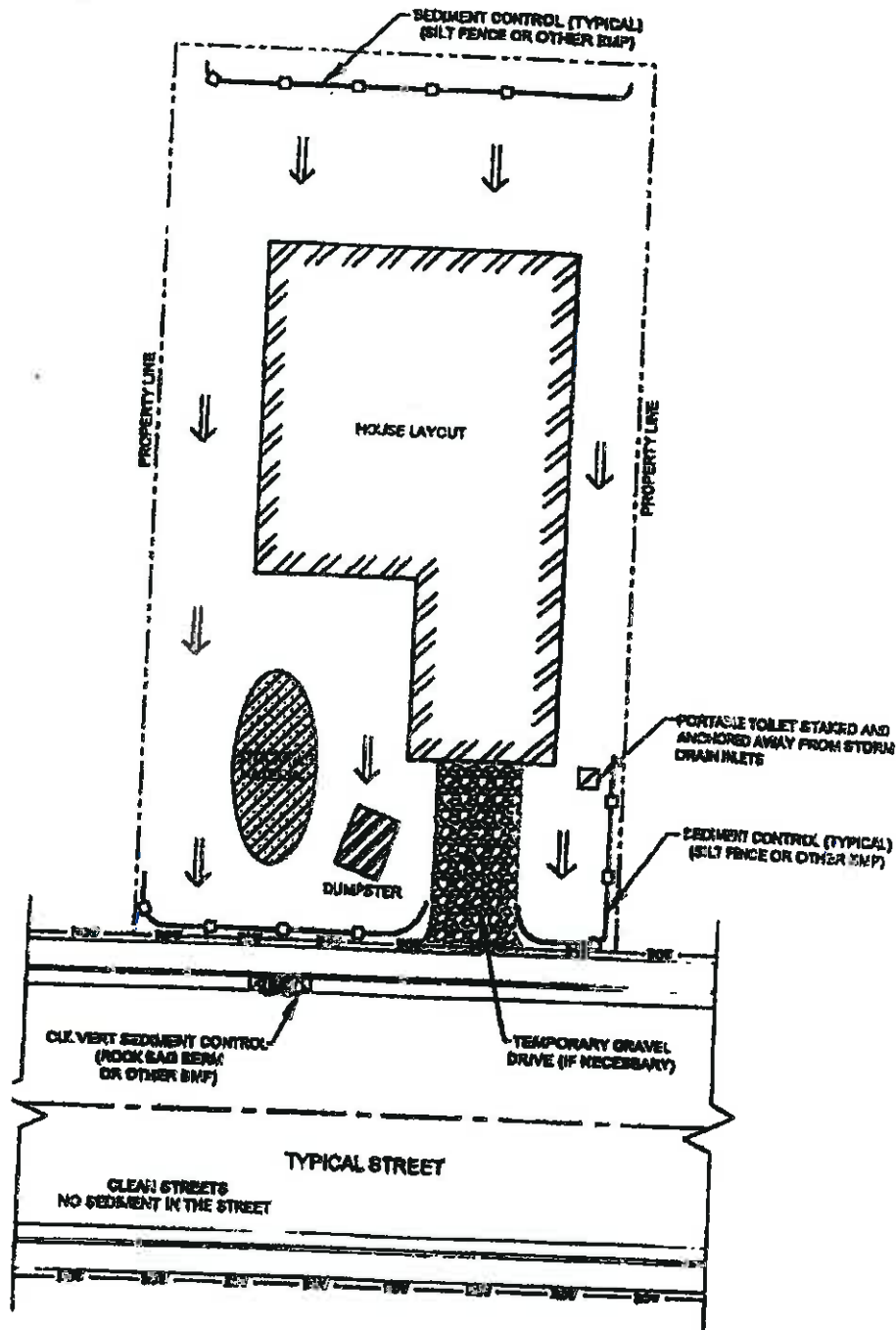
The following is a list of records you must keep with your SWPPP.

1. SWPPP Amendment Log (appendix G)
2. Subcontractor Certifications/Agreements (appendix H)
3. Grading and Stabilization Activities Log (appendix I)
4. Training Log (appendix J)
5. Delegation of Authority (appendix K)
6. Inspection Reports (appendix L)
7. Corrective Action Log (appendix M)

## **SECTION 8 APPENDICES**

Appendix A- General Location Map  
Appendix B- Site Maps  
Appendix C- BMP Specification Sheets  
Appendix D- Acknowledgment Letter and Construction General Permit  
Appendix E- NOI  
Appendix F- Additional Information (LDP, Other Permits, Historic Places, Endangered Species)  
Appendix G- SWPPP Amendment Log  
Appendix H- Subcontractor Certifications/Agreements  
Appendix I- Grading and Stabilization Activities Log  
Appendix J- Training Log  
Appendix K- Delegation of Authority  
Appendix L- Inspection Reports  
Appendix M- Corrective Action Log

Appendix B- **EXAMPLE ONLY** site plan showing BMPs. You will need to create your own for your specific site







## Appendix H – Subcontractor Certifications/Agreements

### SUBCONTRACTOR CERTIFICATION STORMWATER POLLUTION PREVENTION PLAN

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Operator(s): \_\_\_\_\_

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review at the office trailer.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

**I certify under the penalty of law that I have read and understand the terms and conditions of the SWPPP for the above designated project and agree to follow the BMPs and practices described in the SWPPP.**

This certification is hereby signed in reference to the above named project:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of construction service to be provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix J – SWPPP Training Log

### Stormwater Pollution Prevention Training Log

Project Name:

Project Location:

Instructor's Name(s):

Instructor's Title(s):

Course Location: Salisbury Development Office \_\_\_\_\_ Date: \_\_\_\_\_

Course Length (hours): One (1)

Stormwater Training Topic: *(check as appropriate)*

- ☐ Erosion Control BMPs      ☐ Emergency Procedures  
☐ Sediment Control BMPs      ☐ Good Housekeeping BMPs  
☐ Non-Stormwater BMPs

Specific Training Objective: Instruct proper and acceptable disposal of building wastes

Attendee Roster: *(attach additional pages as necessary)*

No.	Name of Attendee	Company
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



## Appendix K – Delegation of Authority Form

### Delegation of Authority

I, \_\_\_\_\_ designate the person or specifically described position below to be a duly authorized representative for the purpose of overseeing compliance with environmental requirements, including the Construction General Permit, at the \_\_\_\_\_ construction site. The designee is authorized to sign any reports, stormwater pollution prevention plans and all other documents required by the permit.

*Company Name*

*Individual's Name*

*Address*

*City, State, Zip Code*

*Telephone Number*

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in UTR300000, Section 5.16 and that the designee above meets the definition of a "duly authorized representative" as set forth in UTR300000, Section 5.16.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Erosion and Sediment Control Inspection and Corrective Action Report

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Site Name and Location: \_\_\_\_\_

Current Weather Conditions: \_\_\_\_\_ Last Rain Event >.5": \_\_\_\_\_

Site Description: \_\_\_\_\_

BMP Designation	O.K	Not O.K.	BMP Condition, Corrective Action.
<b>Construction Access</b> Is the tracking pad Preventing sediment from Being tracked into the Street?			
<b>Washout facility</b> Are washout facilities (e.g. Paint, stucco, concrete) Available , clearly marked And maintained?			
<b>Portable Toilet</b> Is the portable toilet placed Behind the sidewalk or at Least 10' away from the Street properly anchored?			
<b>Perimeter Control</b> Clearing Limits Marked? Silt Fences?			
<b>Inlet, Curb and Gutter Check Dam Sediment Protection Rock bags?</b>			
<b>Waste Disposal</b> Is trash/litter from work Areas collected in a dumpsters or removed from the site daily			
<b>Street Sweeping And Dust Control</b>			
<b>Other BMP Maintenance</b>			



**FARMINGTON CITY  
STORM WATER BOND AGREEMENT  
(CASH FORM)**

**THIS AGREEMENT** is made by and between \_\_\_\_\_,  
a \_\_\_\_\_ (hereinafter "Builder"), whose address is \_\_\_\_\_, and  
Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter  
"City"), whose address is 130 North Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Builder desires to subdivide and/or develop certain property located  
at approximately \_\_\_\_\_ within Farmington City; and

**WHEREAS**, Builder is required to obtain a Storm Water Permit from the City  
prior to development of the project or any construction activity associated therewith; and

**WHEREAS**, the City will not issue a Storm Water Permit for the project or  
development activity until and unless Builder enters into a bond agreement with the City  
to insure completion of, compliance with, and performance under the terms and  
conditions of Title 16 of the Farmington City Ordinances regarding storm water pollution  
prevention as more particularly provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein,  
and for other good and valuable consideration, the receipt and sufficiency of which are  
hereby acknowledged, the parties agree as follows:

1. **Storm Water Ordinance Compliance.** The Builder agrees to comply  
with Farmington City Ordinance Title 16 Storm Water Ordinance, as amended (the  
"Ordinance"), the Storm Water Permit for the project as issued by the Storm Water  
Official, the SWPPP for the project, and the Farmington City Storm Water Ordinance  
Enforcement Policy, as amended (the "Policy"), which is more particularly set forth in  
**Exhibit "A,"** attached hereto and incorporated herein by this reference. Builder further  
agrees to pay the total cost of complying with the Ordinance, the Permit, the SWPPP, and  
the Policy. The provisions of this Agreement and the security set forth herein is in  
addition to any other bonds required for the project or construction activity.

2. **Cash Deposit.** The Builder has delivered to the City cash or a cashier's  
check in the aggregate amount of \$ 1000 for deposit with the City in  
its accounts (the "Deposit"), which the Builder and the City stipulate to be reasonable  
security for compliance and performance in accordance with Farmington City Ordinance  
16-03-055, as amended.

3. **Withdrawal of Deposit Funds.** The City shall have the right to use the  
Deposit funds in the event the Builder fails to comply with the terms and conditions of  
this Bond Agreement. The Builder agrees that funds may and will be withdrawn by the  
City in the amount of any costs incurred by the City for Builder's failure to comply with  
any of the terms and conditions of this Bond Agreement, including, but not limited to,

costs of providing, installing, or maintaining Best Management Practices (BMPs), administrative costs, and fines associated with violations of the Storm Water Ordinance, the Storm Water Permit or SWPPP which was issued for this project. In the event the City is required to use the Deposit funds, the City shall be entitled to an additional fifteen percent (15%) of the Deposit funds withdrawn, or \$150, whichever is greater, to cover administrative costs incurred by the City in obtaining compliance or completion of the improvements.

4. **Replenishment of Bond Funds.** The Builder agrees that the balance of the funds in the Deposit must be replenished by the Builder to the original amount if the balance falls below \$250.00. It is understood that a Stop Work Notice preventing further work will be placed on the project until the Deposit balance has been replenished.

5. **Refund.** Any funds not expended during construction of the project or construction activities associated therewith shall be refunded to Builder after issuance of the Occupancy Permit or Final Inspection, as applicable.

6. **Final Release.** Upon full performance of all of Builder's obligations pursuant to this Bond Agreement, the City shall notify the Builder in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.

7. **Non-Release of Builder's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as herein provided, and any withdrawals from the Deposit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Builder from its obligations, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Builder for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Builder agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Builder hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Builder, including administrative, engineering, legal and procurement fees and costs. If the bond proceeds are inadequate to pay the cost of completion of, compliance with, and performance under the terms and conditions of this Bond Agreement, Builder shall be responsible for the deficiency and no further construction or development activities shall be conducted on the project until and unless the deficiency is paid or remedied and a new Deposit, satisfactory to the City, is executed and delivered to the City.

8. **Inspection.** The Builder agrees to allow inspections by the City throughout the life of the project to determine whether there are any violations of the commitments in paragraph 1.

9. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

10. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
11. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if posted on the site or sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
12. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
13. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
14. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
15. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
16. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
17. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
18. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.
19. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Builder to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Builder. The furnishing of security in

compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.

20. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

21. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY:**

**BUILDER:**


FARMINGTON CITY CORPORATION

By:   
H. Jim Talbot, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

  
Holly Gadd, City Recorder



## **Attachment A**

### **Farmington City Storm Water Ordinance Enforcement Policy**

This Storm Water Ordinance Enforcement Policy ("Enforcement Policy") is intended to provide guidelines and procedures for the enforcement of the provisions of Farmington City Storm Water Ordinance, as more particularly set forth in Title 16 of the Farmington City Municipal Code ("Storm Water Ordinance"). The intent of this Enforcement Policy is to encourage builders and developers in Farmington to police their construction sites and to ensure compliance with the provisions of the Storm Water Ordinance. This self-policing is intended to help ensure that there are fewer incidences of contamination of the City's storm water system which could be violations of the City's Utah Pollutant Discharge Elimination System (UPDES) permit.

#### **Storm Water Ordinance Enforcement Policy:**

1. In accordance with applicable provisions of the Storm Water Ordinance, at the time of Building Permit application, the applicant shall submit an application for a Storm Water (Land Disturbance) Permit with its associated fee, an approved UPDES Permit from the State of Utah (this can be obtained on-line at <https://secure.utah.gov/stormwater/>) and a copy of the Storm Water Pollution Prevention Plan (SWPPP) that has been prepared in conjunction with the UPDES Permit or a copy of the contract transferring responsibility for the Developer's SWPPP to the applicant. For lots that are part of a common plan of development, the Common Plan of Development SWPPP shall be used ([http://www.farmington.utah.gov/index.php?module=ibcms&fxn=community\\_development.storm\\_water](http://www.farmington.utah.gov/index.php?module=ibcms&fxn=community_development.storm_water)).
2. Pursuant to authority set forth in Section 16-03-055 of the Storm Water Ordinance, at the time of Building Permit issuance, the applicant shall post a \$1,000 cash bond to ensure completion of, compliance with, and performance under the terms and conditions of the Storm Water Ordinance, including use of the bond proceeds to remedy violations, cover costs incurred by the City, and for payment of civil penalties imposed in accordance with applicable City Ordinances.
3. If violations of the Storm Water Ordinance are identified, the Storm Water Official may proceed with enforcement actions and remedies as more particularly set forth in Title 16, Chapter 5, regarding violations and enforcement under the Storm Water Ordinance. Such enforcement actions and remedies may include, but are not limited to, testing and monitoring requirements, order to remove obstructions, stop work order, revocation of permit(s), notice of violation, order of compliance, criminal citations and penalties, civil citations and penalties, nuisance claims, damages, and any other remedy or relief provided by ordinance or law.
4. If the Storm Water Official determines that the violation(s) are not dangerous to persons or property, the Storm Water Official may provide the applicant with a Stop Work Notice to be posted at the location of the violation providing 24 hours for the violation to be addressed, and warning that a Stop Work Order will follow if the violation is not remedied within the required time frame. The Storm Water Official may issue a Stop



Work Order immediately if determined necessary to eliminate any danger to persons or property and to leave the site in a safe condition.

5. If a Stop Work Notice is posted at the site, a photo to document the violation(s) will be taken and kept in the building permit file
6. To reinstate a Building Permit once a Stop Work Order has been issued, the permit holder must notify Farmington City the violation has been eliminated and request an inspection of the site. All other provisions of Section 16-05-050 shall be applicable and in compliance.
7. In addition to or instead of a Stop Work Order, the Storm Water Official may issue a civil citation for violations of the Storm Water Ordinance. The issuance of such civil citations shall be pursued in accordance with Title 1, Chapter 15, of the Farmington City Municipal Code. A civil citation may be immediately issued if the violation involves storm drainage, repeat violations, or for any other reason as listed in Section 1-15-100 regarding immediate enforcement.
8. Civil penalties imposed under a civil citation shall be deducted from the bond. The amount of the civil penalty shall be in accordance with the City's civil penalty fee schedule.
9. Each violation of the Storm Water Ordinance will be subject to enforcement action and applicable fines and penalties for each day the violation exists.
10. If the bond amount remaining drops below \$250, a Stop Work Order will be posted at the site preventing work from continuing until the balance of the bond has been increased back up to \$1,000.
11. After the final inspection of the project by the Storm Water Official or his/her designee, the balance of the bond to be released will be computed, and the bond will be released to the applicant.
12. Failure to comply with a Stop Work Order may result in the issuance of a criminal or civil citation, resulting in additional fines or penalties.
13. Criminal or civil citations may be issued to individuals or subcontractors who are identified committing violations of the Storm Water Ordinance, as well as the builder.
14. The Stop Work Order and civil penalties provisions and remedies set forth herein are in addition to all other remedies and enforcement procedures set forth in the Storm Water Ordinance, Title 1 civil penalties provisions, and other applicable provisions of law.
15. A person who contests a civil penalty imposed against him or her under provisions of the Policy is entitled to an administrative hearing that provides for the person's rights of due process in accordance with the provisions of Title 1, Chapter 15, of the Farmington Municipal Code.

## DISCLAIMER

Farmington City assumes no responsibility for nor does it warrant or guaranty that the water and/or sewer lateral has been installed in the specific location shown on the as-built drawings furnished by the developer and/or the contractor. Persons applying for building permits may inspect the as-built drawings if they desire to do so in connection with locating their water and/or sewer lateral. However, the City has not prepared nor does it take any responsibility for the accuracy of any such drawings.

Received and accepted by: **X** \_\_\_\_\_

**Building/Owner**

**Date**

## UTILITY LATERAL POLICY

Farmington City will warrant installation of water and sewer laterals, but only after the following has occurred:

1. The owner/builder excavates to the flow line of the sewer main on the private property side of the sidewalk 40 feet in each direction of where the as-built drawings show the sewer laterals to be, or to the property line, whichever is closer.
2. Regarding water laterals, excavation must be at least 6 feet deep and 40 feet in the opposite direction of where the as-built drawings show the lateral to be.
3. Authorization for actual installation is granted by Farmington City.

## NOTICE TO CONTRACTOR/PLUMBER

The meter yoke can be jumpered to allow for water use until your meter is set. The meter will be set AFTER the final inspection or temporary occupancy has been issued, at the discretion of the Building Inspector.

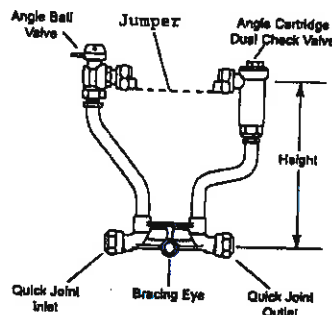
**CAUTION MUST BE EXERCISED WHEN INSTALLIN JUMPER**

**¾" YOKES REQUIRE A JUMPER EXACTLY 7 1/2" LONG**

**1" YOKES REQUIRE A JUMPER EXACTLY 10 ¾" LONG**

Use of jumpers of any other length can damage the meter yoke and/or pipe fittings adjacent to it. Any damage to the yoke or plumbing caused by this action shall be the responsibility of the contactor/owner. When installing jumpers, gaskets must be used to ensure the yoke does not leak.

### DO NOT TWIST OR BEND YOKE!



**X** \_\_\_\_\_

**Contractor/Agent Signature**

**Date**

**COMPLETE & RETURN TO THE CITY AT TIME OF APPLICATION**



## NOTICE TO CONTRACTORS

---

Federal and State regulations require us to control run-off water from all construction sites and keep dirt and debris from streets and gutters. This is to prevent pollution of downstream water and also prevent storm drains from filling with silt.

Farmington City has adopted the following policies to help resolve this problem:

1. All retention walls shall be in place prior to the start of framing.
2. Piles of dirt or debris will not be allowed in the street or on the sidewalk. No dirt ramps are allowed. Gravel ramps with 1"+, washed gravel are allowed if gravel is kept off the streets.
3. Contractors will be responsible to maintain all run-off water on the lot and prevent silt or rocks from washing onto neighboring properties or into the street. Straw wattles or silt fences have proven to be an effective method.
4. Downstream storm drains will be protected with gravel bags, or equivalent inlet protection.
5. Curb, gutters, and street will be inspected daily and swept daily if necessary.

In the event it becomes necessary, Farmington City will remove dirt or other debris from the street, gutter or sidewalk at the contractor's expense.

We appreciate your cooperation in these matters.

Eric Miller, Building Official  
Ken Klinker, Storm Water Official

CONTRACTOR'S ACKNOWLEDGEMENT OF RECEIPT AND COMMITMENT  
OF COMPLIANCE THERETO:

✕

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Date**

**COMPLETE AND RETURN TO THE CITY WITH APPLICATION**

**COMPLETE AND RETURN IF APPLICABLE**



**SAME MODEL FORM**

GENERAL CONTRACTOR: \_\_\_\_\_

SUBDIVISION: \_\_\_\_\_

LOT #: \_\_\_\_\_ MODEL #/NAME: \_\_\_\_\_

SUBDIVISION/LOT # WHERE THIS MODEL WAS PREVIOUSLY USED:

LOT #: \_\_\_\_\_ SUBDIVISION: \_\_\_\_\_

OPTIONS (CHECK ALL THAT APPLY):

- ☐ NONE
- ☐ 3-CAR GARAGE
- ☐ FINISH BASEMENT
- ☐ BAY WINDOW
- ☐ ROOF
- ☐ ELEVATIONS
- ☐ OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**THIS SECTION OF THE PACKET IS FOR  
INFORMATIONAL PURPOSES ONLY,  
IT CONTAINS EXAMPLES AND REQUIREMENTS  
THAT YOU, THE CONTRACTOR OR OWNER,  
WILL NEED TO KNOW. PLEASE READ  
THROUGH IT CAREFULLY AND KEEP THEM  
FOR YOUR REFERENCE,  
DO NOT RETURN THEM TO THE CITY  
AT THE TIME OF APPLICATION.**

**PLEASE PAY CLOSE ATTENTION TO THE  
REQUIRED INSPECTIONS AND THE  
INSPECTION REQUEST PROCESS.**

## **CONTRACTOR INFORMATION – DO NOT RETURN TO THE CITY**



### **FARMINGTON CITY – LIST OF REQUIRED INSPECTIONS**

- ☐ Footings (excavation complete and forms in place, before pour)
- ☐ Foundation
- ☐ Underground Plumbing
- ☐ Water and Sewer Laterals
- ☐ Temporary Power Pedestal (if passed, the City will email clearance to Rocky Mtn. Power, owner/contractor must have account set up at power company before they will turn on power (1-888-221-7070))
- ☐ 4-Way (building enclosed, structural members still exposed and rough in for heating, plumbing, electrical work in place and visible)
- ☐ Gas Line (if passed, the City will email clearance to Questar Gas)
- ☐ Insulation
- ☐ Brick Flashing
- ☐ Permanent Power (if passed, the City will email clearance to Rocky Mtn. Power)
- ☐ Final
- ☐ Re-Finals ( as many as it takes to complete final inspection items)
- ☐ Final SITE/GRADING inspection (schedule with Ken Klinker 939-9212)
- ☐ Other inspections and re-inspections as necessary

### **\*\*INSPECTION REQUEST PROCESS\*\***

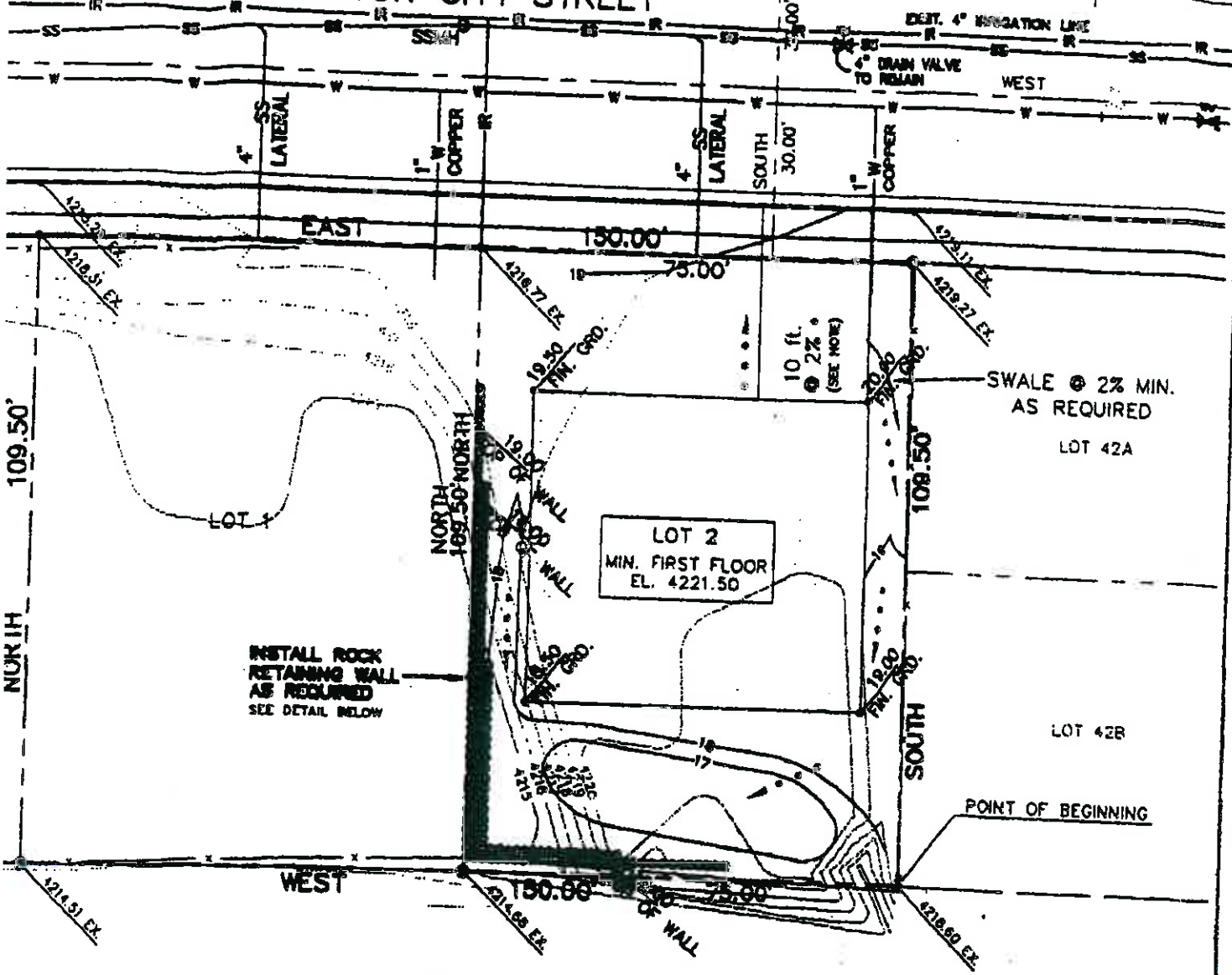
**Please become familiar with the following information and forward this information to all sub-contractors who call for inspections:**

- Post a copy of the permit on the jobsite
- **Inspection hotline 801-882-8954**
- Hotline hours 8:00 am – 4:00 pm, Monday thru Friday
- **NO SAME DAY INSPECTIONS**
- **Plan on 1-2 days out on inspections**
- For Commercial inspections, please have the type of inspection needed, day and time you would like the inspection, the project name, address and permit number when you call. If you leave a voice message, please remember to include your name and phone number so we can call you back.
- For Residential inspections, please have the type of inspection needed, day and time you would like the inspection, subdivision name and lot #, and permit number. If you leave a voice message, please remember to include your name and phone number so we can call you back.

If you do not have **ALL** of this information **DO NOT** call or leave a message, gather the information prior to calling. Please note, you may not get the exact day and time you request, but we will try to be as accommodating as possible.

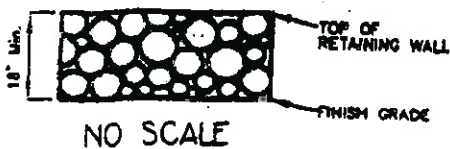
LOT 41

# FARMINGTON CITY STREET



**CONTRACTOR INFORMATION**  
**DO NOT RETURN TO THE CITY**

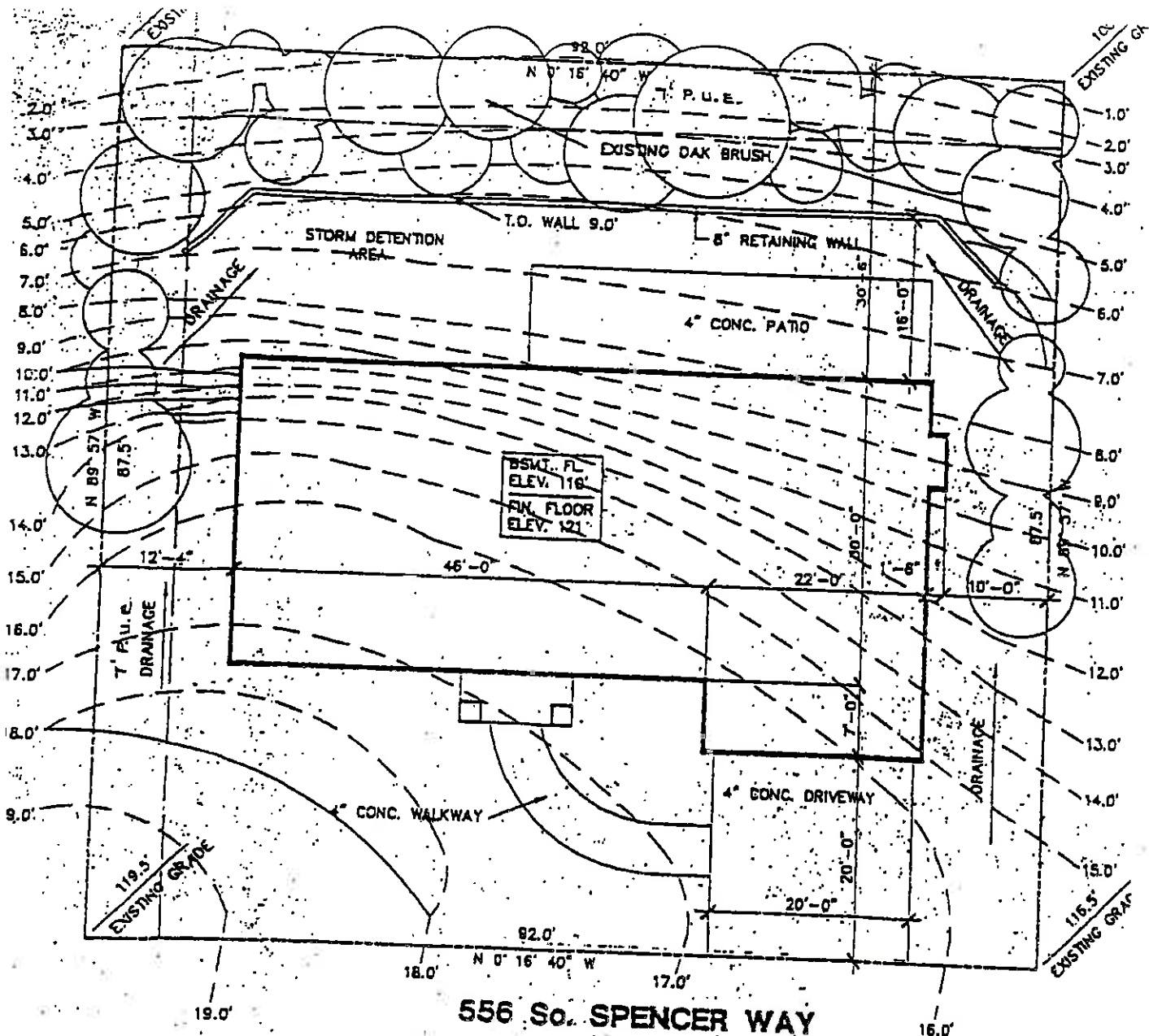
## ROCK RETAINING WALL DETAIL



\* NOTE:  
GRADE AWAY FROM HOUSE  
FOR AT LEAST 10' @ 2% MIN.  
(TYPICAL ALL SIDES)



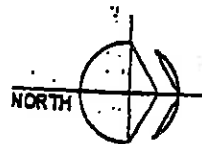




## SITE PLAN

SCALE: 1" = 10'

LOT #160 LAKEVIEW MILLS "D" SITE



All storm water, dirt, mud and debris will be kept on site during construction until final landscaping is complete.

Straw wattles (or equivalent) shall be placed and maintained around any storm drain inlet adjacent to or immediately downstream from site during construction.

Berms or swales may be required along property lines to prevent storm water flow onto adjacent lots. Final grading shall blend with the adjacent lots.

The grade away from foundation walls will fall a minimum of 6 inches in the first ten feet (5%).

The street, top of curb, and gutter will be inspected and cleaned (including sweeping with broom if necessary) of all mud, dirt, and debris at the end of every day.

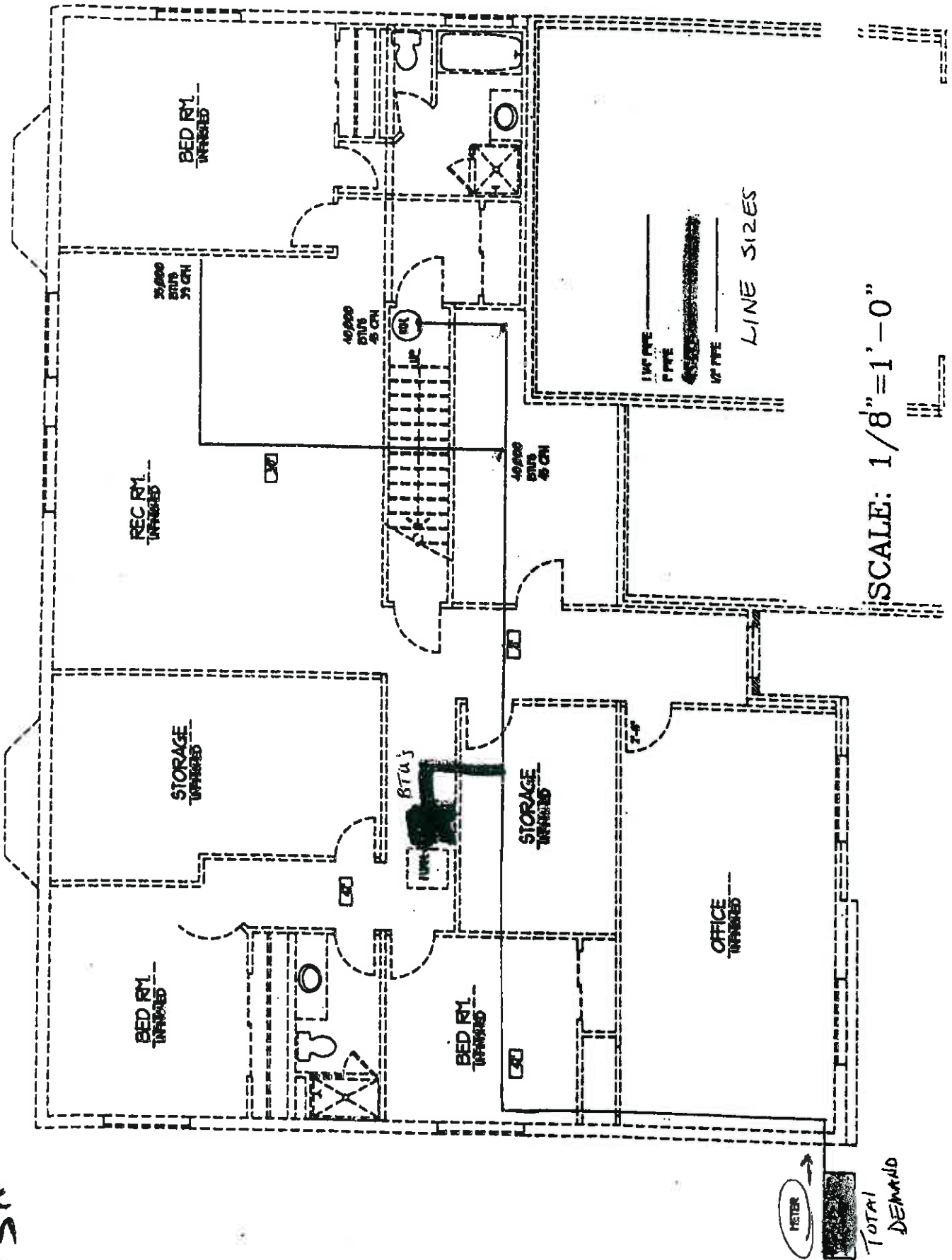
**Note:** All corner survey markers to be located (or re-set) to allow footing setbacks to be checked.

**CONTRACTOR INFORMATION**  
**DO NOT RETURN TO THE CITY**



# GAS PIPING LAYOUT

SAMPLE



CONTRACTOR INFORMATION  
DO NOT RETURN TO THE CITY

## **SOILS/GEOTECH REPORT REQUIREMENTS**

### **NOTICE TO CONTRACTORS/OWNER BUILDERS:**

Certain subdivisions, all hillside lots, and any lots requiring fill require a soils/geotech report. As of **March 1, 2000**, all Soils/GeoTech Reports required by Farmington City shall include a minimum of the following:

#### **Cover Page:**

1. Day, month, and year of report/inspection
2. Job location (address, lot #, and subdivision)
3. Location of observations
4. Client/owner of property
5. General Contractor (contact information)
6. Name and contact information of agency providing report

#### **Content:**

1. Observations
2. Recommendations
3. Modifications, changes or addendum to footing and foundation specifications
4. Structural fill material specifications
5. Compaction report requirements (lift specifications, minimum compaction percentage, etc.)
6. Floor slab requirements
7. Subdrain requirements

#### **Final Page:**

1. Any additional concerns/information relating to the stability of the property
2. Name, license number and stamp of engineer providing report

**Note:** The field inspector may require additional information at the time of the footing inspection.



**CONTRACTOR INFORMATION  
DO NOT RETURN TO THE CITY**

## **FRONTAGE MAINTENANCE POLICY**

Farmington City has adopted an ordinance in an attempt to control erosion on Farmington's sandy hillsides and elsewhere in the City. In years past, thousands of dollars have been expended to clean storm sewers that have been filled with silt, sand, or other erosion materials. Information from the ordinance applicable to property owners and contractors follows:

**Section 8-2-108 Frontage Maintenance.** It shall be the duty of each owner of real property abutting or fronting upon any street, highway, or alley way within the City to maintain the frontage area adjacent to their property out to the edge of the road asphalt in a safe and clean condition and to keep the frontage free of weeds and debris at all times. It shall be the duty of each owner of real property abutting or fronting upon any street, highway, or alley within the City to prevent any soil, sand, silt, or debris from migrating from or leaving the owner's property into any street, highway, or alley adjacent thereto. It shall be a Class "B" misdemeanor to violate any provision contained in this Section. In addition to other remedies available at law, upon any violation of this section, the city Zoning Administrator or the city Building Inspector shall have the right to stop any construction or activities upon the owner's property which may be causing deposit or material within the City street or right-of-way by issuing a stop work order, citation, or other directive to the property owner.

Farmington City believes property owners and contractors can do much to eliminate erosion problems as they begin new construction activities. Here are a few suggestions:

1. Consult a qualified engineer or landscape architect if erosion is likely and the solution does not appear obvious.
2. Build temporary de-silting ponds on site to catch erosion debris and maintain the same until permanent solutions can be implemented.
3. Line your frontage with straw bales to filter out the silt and sand and prevent the same from entering upon the street right-of-way.
4. Avoid constructing temporary sand and soil ramps across City gutters to gain access onto the property during construction. Instead, use lumber, logs or other material that will not erode away during stormy weather.
5. If you are advised of an erosion problem by the City, correct it immediately so the issuance of "stop work orders" or citations do not become necessary.

Keeping of erosion materials out of City street rights-of-way has become a priority with the City. Please take necessary precautions before erosion problems arise. Good luck in your construction efforts.

FARMINGTON, UTAH

ORDINANCE NO. 2000- 28

AN ORDINANCE ENACTING SECTION 7-9-060.1 AND AMENDING  
SECTION 7-9-090 OF THE FARMINGTON CITY MUNICIPAL CODE  
PROVIDING FOR CONTROL OF BUILDING MATERIALS ON  
CONSTRUCTION SITES

BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF  
UTAH, AS FOLLOWS:

**Section 1. Enactment.** Section 7-9-060.1 of the Farmington City Municipal Code is hereby enacted and adopted to read in its entirety as follows:

**7-9-060.1 Construction Materials Control.**

It shall be the responsibility of each owner of real property and any contractor or builder constructing improvements on real property located within the City to secure all construction materials present on-site during construction periods to ensure that such materials do not blow away, fall upon or litter adjacent properties in the area. The owner and/or contractor and builder shall be liable for any damages incurred by reason of unsecured construction materials.

**Section 2. Amendment.** Section 7-9-090 of the Farmington City Municipal Code is hereby amended and adopted to read in its entirety as follows:

**7-9-090 Misdemeanor.**

The failure to control weeds, refuse, junk vehicles or to secure construction materials in the manner provided in this Chapter and within the time set for compliance in the Notice of Violation shall be a Class B Misdemeanor, punishable by fine, imprisonment or both, as permitted by the applicable laws of the State of Utah. The failure to control or remove graffiti in the manner prescribed in this Chapter and within the time set forth for compliance in the Notice of Violation shall be an infraction punishable by fine as permitted by the applicable laws of the State of Utah.

**Section 3. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 5<sup>th</sup> DAY OF July 2000.

FARMINGTON CITY

ATTEST:

Margy Lomax  
Margy Lomax  
City Recorder

By: Gregory S Bell  
Gregory S Bell  
Mayor

